

## Mortgage Record No. 52.

This Indenture, Made this 11th day of April in the year of our Lord one thousand nine hundred & thirteen, between Minnie J. Stine and Isaac Stine, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Eva L. Fullerton of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and 40/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part her of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The South West Quarter (1/4) of Section Thirty One (31) Township  
Fourteen (14) Range Twenty one (21) containing One hundred Sixty  
(160) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part her of the first part therein. And the said

Minnie J. Stine and Isaac Stine do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted,

and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save and except  
four mortgages amounting to \$6000.00 date March 6, 1913, given to  
J. D. Pettyjohn & Co.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars

according to the terms of one certain Coupon note this day executed

and delivered by the said Minnie J. Stine and Isaac Stine to the said part her of the second part

due three years after date with interest at the rate of 6 per centum per annum

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole

amount shall become due and payable, and it shall be lawful for the said part her of the second part her executors, administrators, assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out

of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party her making such sale, on demand, to said

Minnie J. Stine her heirs and assigns.

IN WITNESS WHEREOF, The said part her of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Minnie J. Stine (SEAL)

Isaac Stine (SEAL)

mark (SEAL)

## STATE OF KANSAS,

County of Franklin ss.

BE IT REMEMBERED, That on this 11 day of April A. D. 1913, before me,

Notary Public a Notary Public in and for said County and State, came

Minnie J. Stine and Isaac Stine her

husband to me personally known to be the same

person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and

year last above written.

My Commission Expires on the 11 day of April 1916 L. D. Moherman Notary Public.

Filed for Record the 28 day of April A. D. 1913, at 10 o'clock A. M.

Gloyd L. Lawrence Register of Deeds.

Deputy.

(The following is sworn on the original instrument)  
Minnie J. Stine having been fully advised of the contents of the original instrument, and of the effect of the same, she has signed the same in presence of the undersigned, and the same is hereby acknowledged.  
Gloyd L. Lawrence  
Register of Deeds  
April 1913

Recorded July 25th 1913  
Gloyd L. Lawrence  
Register of Deeds  
Geo. L. Magerlapp